

A G E N D A
City Council Meeting
Monday, April 15, 2019 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Bruce Campbell, Oak Grove Missionary Baptist Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentations:**
 - **Recognition of Officer Jennifer Meeks as GCPD Officer of the 2nd Quarter**
 - **Presentation by State Representative Carl Gilliard**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Public Hearing**

- **PC1906, Rezoning Request (1302 & 1252 Dean Forest Rd.):** Receipt of public comment on a request by Phillip R. McCorkle, applicant, to rezone 1302 Dean Forest Road and 1252 Dean Forest Road from R-1 to C-2 for desired land use as a contractor business.

➤ **Approval of City Council Minutes**

- **Consideration of City Council Minutes (4/1/19) and Workshop Synopsis (4/8/19).**

➤ **Staff Reports**

- **Receive Monthly Departmental Report from Director of Planning**
- **Receive Monthly Departmental Report from Director of Public Works**
- **Receive Monthly Departmental Report from Chief of Police**
- **Receive Monthly Departmental Report from Fire Chief**

➤ **City Manager's Updates & Announcements**

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Map Amendment, Old Dean Forest Road:** Second reading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone lots numbered 1, 2, & 3, Dean Forest Commercial Subdivision, and a sixty foot wide private access road

known as “Nick Drive”, owned by Katherine C. Ward as Executrix under the last will and testament of John Nick Constantine, Sr., deceased, from their present zoning classification of “P-C2A” to an “I-1 zoning classification.

- **Ordinance, Automated Traffic Enforcement Safety Devices in School Zones:** First reading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapter 78 entitled “Traffic and Vehicles” to add Article II for the purpose of authorizing the use and enforcement of automated traffic enforcement safety devices in school zones within the City.
- **Ordinance, Water & Sewer Connection Fees for Certain Development Projects:** First reading of an ordinance to amend Chapter 82 of the Garden City Code relating to utilities, by adding a section 82-186 to Article V thereof pertaining to water and sewer rates and charges for the purpose of reducing the water and sewer connection fees for certain development projects within the City’s urban redevelopment area and/or revitalization area.
- **Ordinance, Building Permits & Inspection Fees for Certain Development Projects:** First reading of an ordinance to amend Chapter 18 of the Garden City Code, relating to Buildings and Building Regulations, for the purpose of updating several code sections to correct clerical errors and/or update certain fee amounts, as well as for the purpose of adding Section 18-85 to reduce fees for building permits and inspections, drainage permits, fence or wall construction, plumbing inspections, and exemption applications under Code Section 18-51, as to certain development projects within the City’s urban development area and/or revitalization area.
- **Resolution, Highway 80 Soccer & Multi-Purpose Field Project Planning & Design Services:** A resolution to enter into a master agreement for design consulting services with CHA Consulting, Inc., for providing engineering and architectural services for the planning, design, and bidding/construction administration of a multi-purpose recreation complex on City-owned acreage measuring 11.4 acres, more or less, on US Highway 80 in Garden City and authorizing the City Manager to enter into a work order pursuant to the master agreement limited to performing Phase 1A programing / master planning services by way of developing three (3) alternative conceptual plans for the complex, presenting and discussing such plans at multiple public meetings and one neighborhood meeting and with City staff, and preparing for review by City Council a master plan for the design and construction of the complex incorporating staff and public comments, as well as a cost budget and a design/construction schedule.

➤ **ADJOURN**

AGENDA

To: Board of Zoning Appeals / Planning Commission Members
From: Ron Alexander; Director of Planning and Economic Development
Subject: Meeting Agenda: April 9, 2019 – 6:00PM
Cc: Ron Feldner, Rhonda Ferrell-Bowles; Clerk of Council

Note: Pre-agenda is scheduled for April 9, 2019 – 5:30pm in the conference room.

Zoning Appeals

No petitions filed

Planning Commission

PC1906: Phillip R. McCorkle, applicant, request to rezone 1302 Dean Forest Road and 1252 Dean Forest Road from R-1 to C-2 for desired land use as a contractor business. PIN 6-0990-02-008; 6-0990-02-009A

Note: Public Hearing by City Council for PC1906 is scheduled for April 15, 2019 with Consideration by City Council scheduled for May 6, 2019 at 6pm in the Council Chambers at 100 Central Avenue, Garden City, GA 31405.



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

Building Permit #: _____
PIN #: _____

PLANNING COMMISSION APPLICATION

Date Filed: _____ Amount Paid: Inv-319-510 Case #: PC1906

This application, along with the appropriate application fee, is to be submitted to the **Department of Planning and Economic Development** by the 15th of each month for placement on the following month's meeting agenda. The Planning Commission meets the second Tuesday of each month. The applicant will be notified when the meeting is scheduled by certified letter.

Applications may only be pulled up until one week prior to the scheduled meeting.
No refunds of any application costs will be issued. No exceptions will be made.

Please fill out all of page 1, and the corresponding relevant sections on the following pages.

Type of Application:

- | | |
|---|--|
| <input type="checkbox"/> Site Plan / LDA Application | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Building / Building Permit Application | <input type="checkbox"/> Appeal / Variance |
| <input checked="" type="checkbox"/> Rezoning / Zoning Amendment | |

General Information:

Property Owner: See attached Exhibit A Phone: See attached Exhibit A
Cell Phone: N/A Email: N/A
Mailing Address: See attached Exhibit A
Property Address: 1252 and 1302 Dean Forest Road, Garden City, Georgia 31415
PIN#: 6-990-2-8 and 6-990-2-9A Zoning District: R-1

Applicant Name (if different from above): Phillip R. McCorkle Applicant Phone (if different from above): (912) 232-6000
Applicant Address (if different from above): 319 Tattnall Street, Savannah, Georgia 31401

If the applicant is different from the property owner, please include a letter from the property owner authorizing the applicant to act on his/her behalf.

Signature of Applicant:  Date: 3/11/19



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Site Plans / LDA Applications:

Please submit four (4) sets of site plans with this application.

For Building / Building Permit Application:

Please submit four (4) sets of building plans with this application.

For Rezoning / Zoning Amendments:

Denied applications cannot be refiled for six (6) months.

☐ Text: Zoning Classification to be Altered: _____ Section: _____

Specific Request:

Justification for Request:

Please include with this application a copy of the existing text where the change is being requested and a copy of the new requested text.

☒ Map: Zoning Classification to be Altered From: R-1 To: C-2

Existing Land Use:

Vacant

Desired Land Use:

Building contractor business

Justification for Request:

The property is not suitable for residential use. A C-2 zone is consistent with the future Land Use Plan of Garden City. Heavy commercial is a reasonable zone.

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Subdivisions:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).

Also include two plats with the proposed subdivision clearly and accurately marked.

For Appeals / Variance:

Appeal decisions are final with no opportunity to refile.

- ☐ Establish a use which must be approved by appeal
- ☐ Request to vary:
 - ☐ A building setback requirement
 - ☐ A lot width requirement
 - ☐ A lot area requirement
 - ☐ A landscaping requirement (subject to supplemental requirements)
 - ☐ An architectural requirement (subject to supplemental requirements)
 - ☐ Extension of a non-conforming use
 - ☐ Other — please describe:

Justification for Request:

PROPERTY DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND KNOWN AS LOT A, DUDLEY SUBDIVISION, A SUBDIVISION OF LOT 190, AND THE REMAINING PORTION OF LOT 191, SILK HOPE FARMS, 7TH G.M. DISTRICT, GARDEN CITY, CHATHAM COUNTY, GEORGIA AS RECORDED IN SUBDIVISION MAP BOOK I, PAGE 44 AND SUBDIVISION MAP BOOK A, PAGE 5A ON FILE IN CHATHAM COUNTY, GEORGIA RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE IRON ON DEAN FOREST ROAD HAVING A GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83 COORDINATE OF NORTH: 748,198.69 AND EAST: 952,002.04, THENCE ALONG THE SOUTHERN PROPERTY LINE OF THE REMAINDER OF LOT 192, SILK HOPE FARMS S70°48'57"E A DISTANCE OF 741.49' TO A POINT; THENCE THROUGH THE MARSH S21°23'18"W A DISTANCE OF 200.00' TO A POINT; THENCE ALONG THE NORTHERN PROPERTY LINE OF LOT B, DUDLEY SUBDIVISION THE FOLLOWING BEARINGS AND DISTANCES: N70°48'57"W A DISTANCE OF 471.52' TO A POINT, S21°23'18"W A DISTANCE OF 80.00' TO A POINT, N70°46'57"W A DISTANCE OF 269.97' TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF DEAN FOREST ROAD N21°23'18"E A DISTANCE OF 280.00' TO THE POINT OF BEGINNING; AND CONTAINING 3.897 ACRES OR 169,771 SQUARE FEET.

Garden City



4/5/2019, 8:57:19 AM

Chatham County Parcels Zoning Classifications

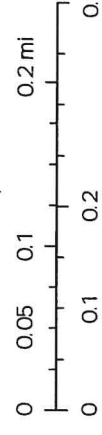
R-1 = Residential

/// P-C-2 = Planned Commercial

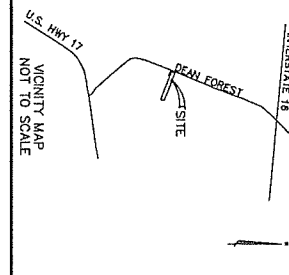
P-I-1 = Planned Industrial

Garden City Limits

1:9,028



Esri, HERE, Garmin, IPC, USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus



7. ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ELEVATION, 6' AND AB.
8. THE PROPOSED SIGN IS SUBJECT TO ANY AND ALL EXISTING ORDINANCES OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.

PROPERTY DESCRIPTION

[illegible]

GRID
GEORGIA EAST ZONE
NAD 83

C COLEMAN COMPANY, INC.
17 PARK OF COMMERCE | SUITE 200
SAVANNAH, GA 31405
(912) 760.3641 | F) 912.200.7056

A PLAT OF LOT A, DUDLEY SUBDIVISION, A SUBDIVISION OF LOT 190,
AND THE REMAINING PORTION OF LOT 191, SILK HOPE FARMS,
7TH G.M. DISTRICT, GARDEN CITY,
CHATHAM COUNTY, STATE OF GEORGIA
PREPARED FOR: DUSTCOM LIMITED, INC.

SURVEY DATE: 3/12/2019
EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "A" = 04"
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/INFINITY
FIELD ERROR OF CLOSURE: 1/RADIAL
REFERENCE:

1. SUBDIVISION MAP BOOK A, PAGE 5A.
2. SUBDIVISION MAP BOOK I, PAGE 44.

LEGEND

●	AIF	ANGLE IRON FOUND
●	IPF	IRON PIPE FOUND
○	IPS	IRON PIPE SET
■	RWOLF	RIGHT-OF-WAY CLOSURE

SURVEYORS CERTIFICATION

[illegible]

TERRY MAACK COLEMAN
GA REG. LAND SURVEYOR NO. 2486
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1187

100' 50' 0' 100'

GRAPHIC SCALE: 1"=100'

DATE: 3/12/2011
SCALE: 1"=100'
JOB #: 13-20
DRAWN BY: JB
CHECKED BY: TM

SHEET
1/1

MINUTES
City Council Meeting
Monday, April 1, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Mayor Bethune gave the invocation and led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Ruiz and Councilmember Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Jackie Jackson, Special Projects Coordinator; Gil Ballard, Chief of Police; Ben Brengman, IT Director; Ron Alexander, Planning Director; Cliff Ducey, Parks & Recreation Director; Corbin Medeiros, Fire Chief; and Scott Robider, Code Enforcement Supervisor. Absent: Pam Franklin, HR Director and Benny Googe, Public Works Director.

Presentations: Chief Ballard recognized Officer Kirk Brennaman as GCPD's 2018 Officer of the Year. He said Officer Brennaman is also our new K9 handler and introduced the department's new K9 Wolfi.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience. There being no questions or comments from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

City Council Minutes: Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to approve the city council minutes dated 3/18/19 and the workshop synopsis dated 3/25/19.

Staff Reports:

City Manager presented the Human Resources Department's report for the month of March.

IT Director presented the Information Technology Department's report for the month of March.

Recreation Director presented the Parks & Recreation Department's report for the month of March.

City Manager's Updates & Announcements: City Manager said the Town Center Development is moving along. We are in the process of scheduling the grand breaking ceremony to be held in the next couple of weeks. The landscaping work in the Town Center medians has started.

Items for Consideration:

First Reading - Ordinance, Zoning Map Amendment (Old Dean Forest Road): Clerk of Council read for the first reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone Lots numbered 1, 2, & 3, Dean Forest Commercial Subdivision, and a private access road known as John Constantine Drive owned by Katherine C. Ward as Executrix under the last will and testament of John Nick Constantine, Sr., deceased, from their present zoning classification of "P-C2A" to an "I-1 zoning classification.

Councilmember Kicklighter made a motion, seconded by Councilmember Ruiz to approve the ordinance on the first reading subject to the conditions in the ordinance.

Mayor Bethune asked the City Manager to give a brief overview of the conditions. City Manager said the rezoning is conditioned upon a fifty (50') foot wide landscaped buffer installed running along and within the portion of the property's northern boundary line that borders the mobile home park. A four (4') foot high earthen berm within the buffer and an eight (8') foot high wooden privacy fence erected on top of the berm.

Mayor Bethune asked the petitioner if they were agreeable to the conditions specified in the ordinance.

Mr. Terry Coleman, representative for the petitioner replied yes, we agree with the conditions.

There being no further comment, Mayor Bethune called for the vote. Councilmember Daniel said I would like to be excused from the vote for personal reasons. Mayor Bethune said Councilmember Daniel will not be voting on matter.

Councilmember Campbell, Councilmember Cody, Councilmember Kicklighter, Councilmember Ruiz and Councilmember Tice voted in favor to approve the ordinance with Councilmember Daniel abstaining from the vote due to personal reasons.

Mayor Bethune said the second reading of the ordinance will be held at the April 15th council meeting.

First Reading - Ordinance, Charter Amendment – Mayor & City Council Compensation: Clerk of Council read for the first reading the heading of an ordinance to amend Section 2.04, Article II, of the Charter of Garden City, Georgia, to increase the salaries of Mayor and Councilmembers pursuant to Section 36-35-4 of the Official Code of Georgia Annotated, as amended.

Mayor Bethune said we looked at raising the salaries of Mayor and Councilmembers to be in line with other cities. The salaries for Mayor and Councilmember have not been raised in ten years. City Manager said tonight is the first reading and then there is an advertising period before the final action.

City Attorney said a copy of the ordinance is available for public review in the City Clerk's office and the Superior Clerk of Courts office.

Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to approve the ordinance on the first reading. Mayor Bethune said the second reading of the ordinance will be held in May after advertising.

Resolution, 2019 LMIG Program – Contract Award: Clerk of Council read the heading of a resolution of the Mayor and Council to enter into a contract with Sikes Brothers, Inc., in the bid amount of \$125,500.00, for the performance of all such road repair work constituting the 2019 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) Project.

City Manager said annually we receive around \$100,000 from GDOT to assist us with the resurfacing of City streets.

Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Kicklighter, seconded by Councilmember Tice, City Council adjourned the meeting at 6:16 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 4/15/19

SYNOPSIS
City Council Workshop
Monday, April 8, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the workshop to order and Councilmember Campbell gave the opening prayer.

Attendees:

Members: Mayor Bethune presided. **Council Members:** Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell- Bowles, Finance Director/Clerk of Council; Jackie Jackson, Special Projects Coordinator; Gil Ballard, Chief of Police; Corbin Medeiros, Fire Chief; and Scott Robider, Code Enforcement Supervisor.

Highway 80 Multi-Purpose Field Design Project Award: City Manager said we put the money in the budget to do the design work in anticipation of SPLOST funding later on. CHA turned in a bid amount of \$200,000, which is below the budget place holder amount of \$250,000. In an effort to engage CHA in the most efficient and cost effective manner, we asked CHA to breakout the costs for the entire project. Phase 1A, which is the initial phase of work, consists of CHA developing three concept plans for the project site and conducting three public meetings to garner input from the community. The cost for Phase 1A is less than \$25,000.

Councilmember Kicklighter said I thought we said that we were not going to put any money in the budget for it. I feel like the kids that would use it are in old Garden City.

City Manager said holding the public meetings will allow us to get the community's thoughts. If the community is good with the project then we would know to continue on. Phase 1A would allow us to get a lot of feedback from the community for \$25,000.

Mayor Bethune said I believe it would be in our best interest to move forward with Phase 1A. We currently don't have any soccer fields and we have a large population of Hispanic children in the area. I have been approach many times about not having soccer fields for the children.

Councilmember Ruiz said what about the old Haynes School property couldn't it be used for soccer fields? City Manager said the challenge is the location, because when you have games everyone would have to enter and exit through the neighborhood.

Councilmember Ruiz said I'm concerned about the amount of traffic it would cause on Highway 80. Residents in the area are already telling me that they are concerned about the increase in traffic that it would cause on Highway 80. City Manager said that is why we are doing the public meetings to get input from the community and then we will know what direction to go.

Councilmember Daniel said wouldn't GDOT have to weigh in about the traffic. City Manager said we would have to go to them on how we will make it safe.

Councilmember Ruiz said would kids be able to get there? Councilmember Cody said it would be dependent on the parents.

Mayor Bethune said I recommend we spend the \$25,000 to get the community's thoughts. If they aren't for it then we can look at selling the property. There are people that have been interested in the property for commercial and/or light industrial. City Manager said I will get with a realtor to get an updated price on the property so we can weigh all the pros and cons.

After a brief discussion, Mayor Bethune asked for Council's consensus. Councilmember Kicklighter, Councilmember Ruiz, Councilmember Daniel, and Councilmember Tice said we agree with the Mayor on moving forward with Phase 1A. Councilmember Campbell and Councilmember Cody said we agree we need to find out what the community wants.

City Council recommended staff move forward with placing the bid award on the April 15 council agenda for formal consideration. City Council recommended the City Manager move forward with contacting a realtor to get an updated price for the property.

Ordinance Amendments – Development Incentives for Residential & Hospitality Projects: City Manager said the City Attorney and Special Projects Coordinator drafted the incentive ordinances.

Special Projects Coordinator said for the most part we have gone over these the incentives. Patel is about to close on the property on Minus. In order to get the incentive for the hotel and restaurant he will need to complete the hotel and the restaurant in the same timeframe. If the restaurant lags behind then he only gets the hotel incentive.

City Manager said on projects like this we want to keep the hotel and restaurant together. Unless they create a certain number of jobs they will not get a CO. That is why we would like to see them complete the hotel and restaurant in the same timeframe.

Councilmember Campbell said a restaurant would benefit the hotels as well as the citizens. Special Projects Coordinator said I believe he is talking to a Mexican restaurant.

City Manager said the ordinances have to be cleaned up for adoption. If you adopt the ordinances with these provisions you would see even more interest from developers in the old Haynes School property.

Councilmember Daniel said hopefully this will help the Gould School site in the future.

City Manager thanked Jim and Jackie for their work on the ordinances.

City Council recommended staff finalize the ordinance for placement on the April 15 council agenda for formal consideration by Council.

Ordinance Amendment – Automate Traffic Enforcement Safety Devices in School Zones: City Manager said the City Attorney and Police Chief drafted the amendment to the school zone ordinance. Chief Ballard said this will allow for safety devices and it also allows us to get it on the books.

Mayor Bethune said I mentioned it to the seniors and it was well received.

City Manager said there is an agreement, but we needed to amend the ordinance first before you consider a resolution to authorize the City to enter into an agreement.

Chief Ballard said the agreement is for five years, but we have the first twelve months to decide if we want to continue. We can get out of the contract after the first twelve months without incurring any costs. If we end the contract during the first twelve months then we will have to pay the startup costs. If we have to opt out of the agreement during the first twelve months due to legislative issues then there are no costs.

Councilmember Daniel said what about the closing of Gould School? Chief Ballard said I have already told them that Gould School will be closing. Councilmember Daniel said can the cameras still be used there after Gould is closed. Chief Ballard said no. The legislation states there has to be a school.

Chief Ballard said also I would like to point out that the ordinance references five schools, but it doesn't mean we will have cameras at all the schools. We can look at putting cameras at the other schools later.

Councilmember Daniel said what will this do to our court docket? Chief Ballard said right now there is room within what we have, but we don't know how many people will fight the tickets until it's operational and enforced.

City Attorney said I'm looking at the legal side of it and I think it may be more trouble than its worth. I think we should wait and see what other cities do. It's going to cause a lot of people to get tickets. You are also going to have a real issue when the cameras start to malfunction. Not to mention that manpower could also be an issue.

Chief Ballard said more manpower may be needed. I don't have a traffic unit and we rarely have an officer in the school zones due to the lack of manpower. He said I'm bringing this to your attention, because I do have concerns that we may get overwhelmed and need more manpower.

City Manager said may need to look at starting it on Ogeechee Road first and then Highway 21. Chief Ballard said city has this in play right now.

Councilmember Tice said will this be advertised so everyone will know? Chief Ballard said we will do a news blitz and there will be signage. There is also a 30 day warning period.

Chief Ballard said the ordinance has to be first before the contract can be entered into. If we are going to implement this with the new school year then we need to move forward with the ordinance so the resolution can be done to authorize the City Manager to sign the agreement.

After a brief discussion, City Council recommended placing the ordinance on the April 15th council agenda for formal consideration by Council.

Mayor's Updates: Mayor Bethune said I would like Code Enforcement to brush up on the City's sign ordinance. He said there are banner signs on Foundation Drive and an old hand made car wash sign is on Kessler. There is also a sign on Highway 80 & Chatham Parkway advertising window tinting. Code

Enforcement Supervisor said I take responsibility for this, but signage falls under the Planning Department. I will get with the Planning Department in the morning about the signs.

Mayor Bethune said also we had a complaint about a train blocking Priscilla Thomas Way over the weekend and the police having to be called.

City Manager's Updates: City Manager said Charlie Roberts is trying to get the groundbreaking scheduled. Jackie said we are looking at holding on Tuesday, May 14 at 11:00 a.m.

Special Projects Coordinator said the CVB would like to swap the advisory members, because the representatives from Babe's have not been attending the meetings. Councilmember Kicklighter said I do not have a problem with the CVB swapping the advisory board members if that is what they need to do.

Adjournment: City Council unanimously adjourned the meeting at 6:24 p.m.

Transcribed and submitted by: Clerk of Council

Accepted and approved by: City Council 4/15/19



PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA

MONTHLY REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

**Ron Alexander, Building Safety Director
100 Central Ave.
Garden City, Ga. 31405
(912-547-2972)**

March 31, 2019

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1.0 MONTHLY REPORT

1.1 SPECIAL PROJECTS AND EVENTS

1.1.1 Events

New Business: The Garden City Town Center development continues, Phase One began in October 2018 on the Town Center development surrounding City Hall. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

Site Development and Vertical plans are under review for the new Popeyes Restaurant located at 4818 Augusta Road. The existing site consist of undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping.

Site Development plans are under review for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently undeveloped land. The project will involve the addition of five new buildings, each building will have eight 2 bedroom units.

In March Site Development plans were approved for the State Drug Testing Facility located at 24 West Chatham Court. The property is currently vacant. The proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area. The Vertical plans are under review.

Site Development plans continue under review for Roush Truck Center located at 38 West Chatham Court. The property is currently vacant. Roush will develop the lot for construction of a 30,000 SF warehouse and a paved parking lot in front of the building.

In March Site Development plans were approved for American 1 Logistics located at 1636 Dean Forest Road. The existing site contains a vacant single-family residence with a shop used for maintenance of vehicles. The project will involve the demolition of the residential structure. The maintenance shop will remain. The site will be redeveloped for a container drop yard with office space.

Site Development plans continue under review for the W8 Shipping expansion. As of January the W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8

Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion.

Site Development plans are approved and pending GDOT approval for the new Garden City Plaza located at 511 US Highway 80. The existing site contains an abandoned used car dealership. The project will involve the demolition of the existing structures to make room for the construction of a new convenience store building with leasable area. The Vertical plans are under review.

Site Development plans continued under review for Chatham Commercial Condominiums. The Vertical plans were approved pending Site plan approval. This will be the fourth new structure at 1101 Chatham Parkway it will be a 10,557 SF office building of Speros Technology Company.

Site Development construction continued for SOS Tire at 266 Alfred Street. SOS Tire located at 115 Kicklighter Way will be expanding their operations. This required Re-Zoning the property at 266 Alfred Street from C-2A to I-1. The Vertical construction continued of the 20,000 SF building that will have a waiting area, business area, shop area and storage/parts area. New FEMA Flood Insurance Rate Map (FIRM) effective on August 16, 2018 show 266 Alfred Street changing from a high risk flood area to a moderate risk flood area the owner request to build according to the regulations of the new flood zone. As of March this project is 80% complete.

Site Development and building construction continued for Pump-N-Go on Augusta Road. The Pump-N-Go will develop the lot to add pumping stations and renovate the existing structure to include a convenience store and tenant spaces. As of March this project is 90% complete.

Site Development continued for Lot 7 of Centerpoint Intermodal Center on Sonny Perdue Drive. The Vertical construction of the 248,000 SF Spec Building is 90% complete.

During the month of March 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

1.1.2 SPECIAL PROJECTS

CRS. The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. To help the City of Garden City improve the resident's flood insurance rates and save money the department will continue to review the City's activities to make certain that this community is receiving credit for implemented activities noted in the CRS program.

PPI. The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

Housing Team. The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

1.1.3 New Businesses

NAME	PHYSICAL ADDRESS	BUSINESS TYPE
1. EMERALD AMUSEMENT LLC	1450 DEAN FOREST RD STE. B	ADM OFFICE ONLY
2. EAST COAST LOGISTICS	8 AVIATION CT	WAREHOUSING
3. AAAG - GEORGIA LLC	1712 DEAN FOREST RD	AUTO AUCTION
4. SAVANNAH PALLETS LLC PALLET WORLD	810 TALMADGE AVE	PALLET MANUFACTURING
5. ALL STAR ELECTRICAL SERVICE LLC	118 BURGESS RD	ELECTRICAL CONTRACTOR
6. UNITED PARCEL SERVICE	10 SONNY PERDUE DR STE 102	GENERAL FREIGHT TRUCKING
7. BEAUTIFUL DOLLS BOUTIQUE	29 WALLBERYY ST	ON LINE BOUTIQUE SALES
8. MEJ GLOBAL LOGISTICS LLC	4024 KESSLER AVE APT 104	OFFICE ONLY TRUCKING
9. THE BUTTERFLY ROOM SALON / SPA	527 HIGHWAY 80 STE B	BEAUTY SALON

1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

Monthly activity in Planning and Zoning services are as follows:

There were 1 action items on the agenda of the Planning Commission and 0 action items for the Board of Appeals for the hearing on 3-12-2019.

The meeting notes are as follows:

**Minutes
Board of Zoning Appeals/Planning Commission
March 12, 2019 - 6:00PM**

Garland Saunders Retires From Planning Commission



Mayor Bethune introduces and presents a service award to Garland Saunders; former Board of Zoning Appeals/Planning Commission member.

Ms. Saunders said I have been with the Board for many years, volunteerism requires a lot time, energy, and passion but she is honored to have served with everyone.

Commissioner Selph said you will be missed and appreciates Garland's detail to ensure landscaping requirements are met with site plan petitions.

Commissioner Jackson said I came on the Board in 2009 soon after and has appreciated serving with Garland.

Vice-Chair Perry stated she appreciates Garland for providing encouragement when I came onboard as a new member.

Commissioner Cox said Garland will be missed.

Chairman Monroe stated he will reiterate that Garland had a passion for ensuring developers adhered to the landscaping policy to help Garden City look its best.

Board of Zoning Appeals

No cases to be heard

Planning Commission

PC1905: Bob Burdell, applicant request to rezone Old Dean Forest Road Lot 2, 2A, and 2B from P-C2A to I-1 for desired land use as warehouse operations and truck/trailer parking. PIN 6-0989-04-002; 6-0989-04-002A; 6-0989-04-002B

Chairman Monroe opened the floor for comment and those in favor of the request.

Terry Coleman; Coleman Company stated he is representing on behalf of Mr. Burdell. He said the property is located behind the Pilot. There is a portion of the property zoned as P-C2A but is asking for I-1 to develop as warehouse distribution with the frontage to remain as P-C2A. He said the property to the North is I-1 and the property to the south is P-C2A.

Commissioner Selph said the property is located next to Savannah Pines Mobile Home Park Would you address the ingress and egress since the adjoining property is residential use?

Mr. Coleman said we are currently working with the property owners for consideration to access directly to Dean Forest Road. He said we are asking for zoning but not site plan approval. He stated that if the access discussions fall thru the ingress and egress will be Old Dean Forest Road.

Commissioner Selph said isn't there a bus stop in this area, the neighborhood has at least 250 children and there's a high concern of the access to the property for this development.

Ron Alexander; Director stated he believes the bus goes into Savannah Pines.

Chairman Monroe asked how many units are within the mobile home park?

Ron Alexander; Director stated approximately 230 lots.

Vice-Chair Perry said what are plans to control the noise impact, what are your measures to improve the quality of life?

Mr. Coleman said we have not thought about the noise impact, the majority of the noise will be the breaks on the trucks. Berms of some sort with heavy landscape is a possibility, a combination of a short berm and heavy landscaping is feasible. He stated that we understand the concerns and want to be a good neighbor.

Commissioner Jackson asked if there will be containers.

Mr. Coleman said we are not planning on containers, two large buildings 800000 sq. ft. We are working with several potentials to occupy the buildings. He stated we want an attractive product and presents a concept plan showing the entrance for the trucks and employee parking. He finished by saying he's unsure of operations until there are occupants for the space.

Commissioner Selph said is Old Dean Forest Road a City street?

Ron Alexander; Planning Director said the street would need improvements to handle the weight and the City would look to the developers to make modifications.

Vice-Chair Perry asked what is the distance between this property and Savannah Pines Mobile Home Park?

Mr. Coleman said this property is immediately adjacent to the mobile home park. It is 70ft to the edge of infrastructure, 185ft to building, 250ft from the property line to the building and 85ft to the center of the road.

Commissioner Selph said has a traffic study has been completed for a red light?

Ron Alexander; Planning Director said a traffic study is required prior to site plan and the developer is responsible for the traffic study.

Mr. Coleman stated with the DOT expansion we will have adequate room.

Chairman Monroe said this will dump a lot of traffic in a residential area.

Commissioner Selph asked if this will be the largest industrial development in Garden City.

Ron Alexander; Planning Director said the combined two buildings on one parcel is the largest.
Mr. Coleman said he realizes there are concerns and will do what's necessary to be a good neighbor.

Chairman Monroe said will this lead to more traffic congestion and noise; how much of a hazard do you think creates?

Mr. Coleman said if we look at this and traffic is a problem for us then we have to create a design to mitigate concerns; we'll have to widen and rebuild the road to accommodate the concerns.

Commissioner Jackson said a development of this size will create a lot of jobs.

Ron Alexander; Planning Director said there is affordable housing next door to support this operation.

Vice-Chair Perry asked if it's possible to switch access.

Mr. Coleman said it can be considered if it helps children but we want to avoid wetlands.

Commissioner Crosby said when DOT finishes their work, the stores will be gone.

Ron Alexander; Planning Director said there are proposals for relocation of the Pilot.

Mr. Coleman said there are 120 days on final plans with completion of the project in 2020. The soils and cost estimating has been done.

Chairman Monroe asked for further questions or comment for those in favor of the request; being none he called for opposition, with no opposition present he reads a letter submitted by Jeffrey and Michelle Ansley in opposition of the request.

Ron Alexander; Planning Director said the property in opposition is zoned C-2.

Mr. Coleman said the portion of that property will be impacted during the DOT expansion.

Commissioner Monroe said staff has recommended approval and the Board wants to see the residents of the area taken into consideration.

With no additional comment Chairman Monroe called for a motion. Commissioner Jackson made a motion to recommend to Council to approve PC1905: Bob Burdell, applicant request to rezone Old Dean Forest Road Lot 2, 2A, and 2B from P-C2A to I-1 for desired land use as warehouse operations and truck/trailer parking. PIN 6-0909-04-002; 6-0989-04-002A; 6-0989-04-002B to address the consideration of a traffic study, safety concerns, ingress/egress and widening, noise and the feasibility of purchasing property without having to use Old Dean Forest Road. Commissioner Crosby seconds the motion; a vote is taken and passes without opposition.

With no further business Commissioner Jackson made a motion to adjourn the Planning Commission meeting; with a second by Commissioner Selph; the vote passes without opposition.

1.3 BUILDING DEPARTMENT

During the month this office issued 46 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 91 onsite inspections associated with the permits issued. There has been approximately 80 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 70 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

The following are the totals for the month:

46 permits issued

91 inspections
80 plan reviews
70 meetings
Approximately 8 hrs. of in house and field training.

1.4 FIRE MARSHAL

During this reporting period there were approximately 50 onsite Fire Inspections of Garden City's jurisdictional properties and facilities. During the month there has been approximately 50 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

The following are totals for Fire Marshal activities for the month:

50 onsite inspections
50 plan reviews
Approximately 4 hrs. in house training and educational activities.

1.5 FLOODPLAIN MANAGEMENT

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve the City's Community Rating System (CRS) is ongoing during this month. Part of that process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan

reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

The following are totals for the month:

Approximately 40 related site inspections

Approximately 40 plan reviews

1.6 PHOTOGRAPHS



SOS Tire - Alfred Street



Pump N Go - Augusta Road



Pump N Go - Augusta Road



Spec Building 7 - Sonny Perdue Dr



New Habitat Home - 2nd Street

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 4/15/2019

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of March and all project related information is current as of 3/31/2019.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – March 2019**

Operations & Maintenance

Public Works personnel ***completed*** 21 **Resident Requests**, making 96 **Work Orders** for the month of March. ***They included:***

Storm Drainage:

- Ditch Maintenance (Backhoe): 5,297 feet
- Canal Maintenance (Kubota Sidecutter): 120 miles
- Underground stormwater utility point repairs: 0 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$12,583 for 3rd party street/asphalt repairs (3 aprons, Telfair Place, Harrell, Griffin, 2nd St., Water repairs at Lynn)
- About 1,293 miles of shoulder maintenance
- Dirt/gravel roads scraped: All scraped
- Multiple potholes repaired by staff (Prosperity, Telfair Place, Pineland)

Street Sweeping:

- 0 miles (Sweeper out for repairs)

Signs & Markings:

- 3 Knockdowns/replacements/cleaned/new (Not including GCPD Project)

Street Lights:

- 1 Street light outage/replacements (Reported to Georgia Power)
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 47.19 Tons Collected Total Mixed Dry Trash (\$65.14 / ton) (includes 39.98 tons not included in February for street sweeping behind City Hall)
- 61.27 Tons Collected YTD taken to Savannah Regional Landfill
- 0 Truckloads Dry Trash taken to Savannah Inert Landfill
- 0 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

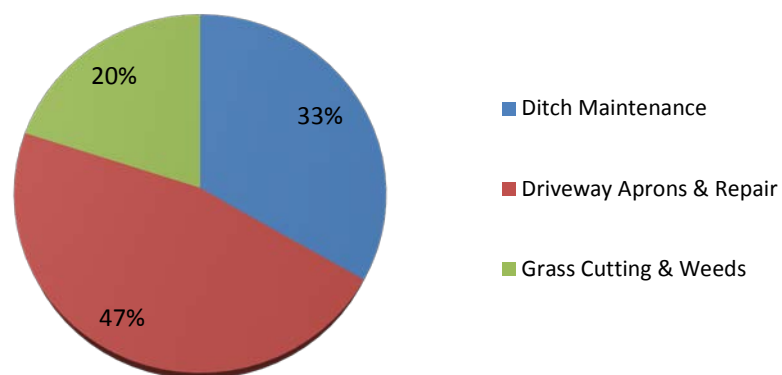
- \$4,975 spent for tree removal, tree trimming, and debris removal. (3rd Party)
- Senior Center, Pineland & Power, Minis & Bell, Rt. 25 & Rommel

Fleet Maintenance

During the month of **March**, the Shop serviced and/or repaired **48** city vehicles/apparatus & equipment for a current annual total of **171**.

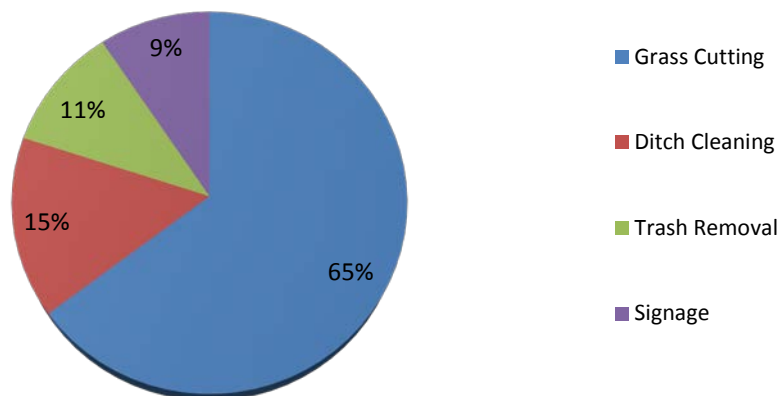
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a **“Service Request”** is generated. This builds a computerized record of all requests made.

March's Top Service Requests



Work Order – A **“work order”** is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

March's Top Work Order Types



Summary – March 2019

Water Operations & Maintenance

118 **Service Orders** were received, and 17 **Work Orders**
_____ Water/Sewer crews handled **135** total.
for the month of March . They included: _____

Water: 12 Work Orders

- **Produced** 866,677 gallons of drinking water per day.
- **Hydrant Services**
 - 0 Hydrant Replacements (New hydrant installed at 109 Minis Ave. by Savannah River Utilities on 3/29/19)
 - 0 Hydrant Repairs
- **Water Line Services**
 - 6 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 0 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 116 Located services (Started marking for new gas mains and services on Varnadoe, Redmond, Russell, Nelson, Tyson, Bishop, Pipkin, Rowe, Rommel. Marking of approximately 32,000 ft. to continue into May.)
 - 1 Valve Replacements
 - 1 Valve Installations
 - 62 Water Cut-Ons
 - 70 Reconnects– Delinquent Water Bills
 - 56 Water Cut-Offs
- **Meter Services**
 - 0 Meter and MXU investigations
 - 0 Maintenance services
 - 2 Meter and MXU replacements
 - 53 City initiated Re-Reads
 - 2 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.

Sewer: 5 Work Orders, including

- ***Sewer Cleanout Services***
 - 0 Repairs
 - 0 Replacements
- ***Gravity Main Services***
 - 1 Inspections
 - 0 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 2 Blockages Cleared
 - 2 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 0 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.3 MGD.
- There were no violations of the Garden City NDPES permit or on the MORs for the month.
- The water system withdrew a total of 26.867 MGD (or 866,677 gallons per day) and used 0.101 MG from Savannah I & D (Town Center Water System).
- During the month 32,842 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 04-05-19

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of March 2019.

Prepared by: Angela S. Zipperer
Title: Executive Assistant to
Gilbert C. Ballard
Chief of Police

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – March 2019
Operations**

Calls for Service

There were a total of 2,779 calls for service in the month of March 2019, for a total of 7,895 calls for service year to date.

Current month's calls included:

Offenses:

Aggravated Assault	5	Burglary	2
Robbery	1	Larceny	13
M.V. Theft	3	Narcotics	19
Rape	0	Murder	0
All Others	2,688	Accidents	48

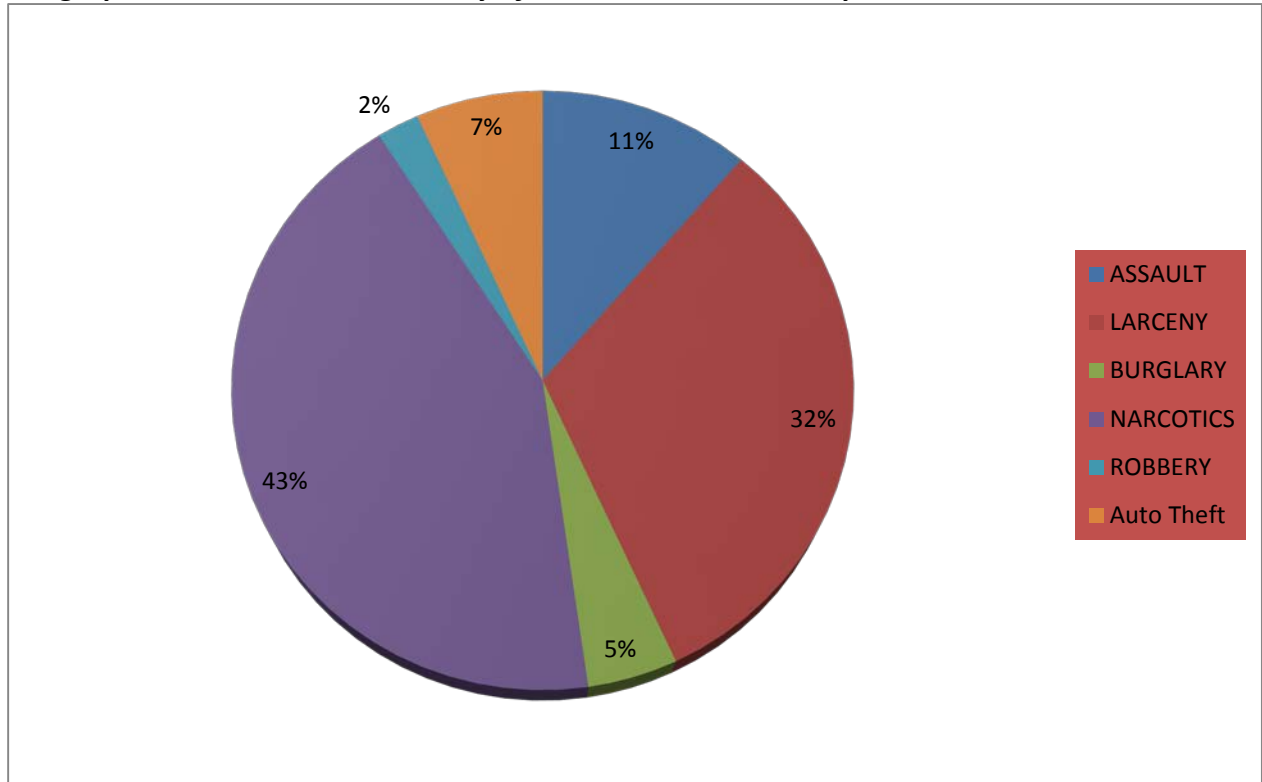
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests/Charges*** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests/Charges		Juvenile Arrests/Charges	
93	235	1	1

The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.



Current Month's Top 6 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Campbell District 3</i>	<i>Cody District 4</i>	<i>Tice District 5</i>
Assault	0	1	1	3	0
Larceny	0	4	3	1	5
Burglary	0	1	0	1	0
Narcotics	8	6	0	0	5
Robbery	0	0	0	0	1
Auto Theft	2	1	0	0	0

Traffic Violations

There were a total of 1274 traffic violations during the month of March 2019. ***They included:***

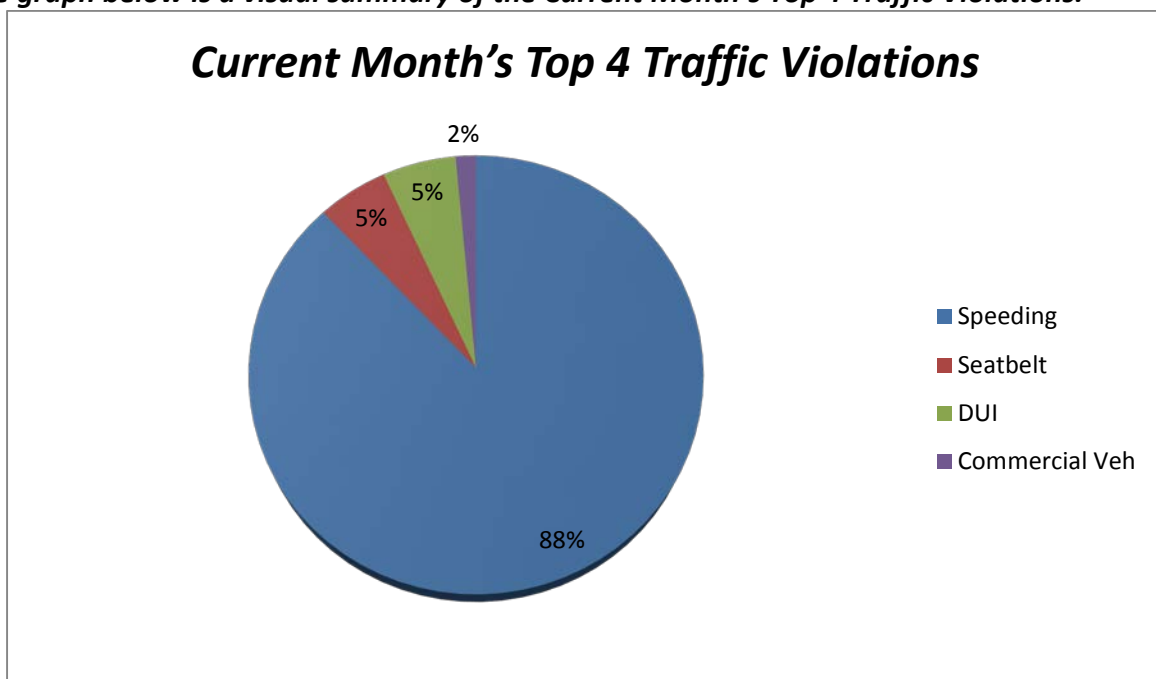
Traffic Citations Issued

Traffic Accidents	13	Fatalities	0
Written Warnings	401	Speeding Violations	473
Seat Belt Violations	28	Miscellaneous Citations	322
DUI's	29	Total Citations	1,274

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued 8

The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.



Code Enforcement

Dates for this summary are March 2019

Cases in Compliance	82
Illegal Signs Removed:	15
Property/Violation Re-inspection's	266
Properties Maintained in Lieu of Liens	0
Notice of Violations Issued	103
Court Cases Pending	7
Vehicles Tagged for Tow	16
Vehicles Removed/Remediated by or 3 rd Party	11
Vehicles Towed	5
Roll-out Cart Violations	4
Business License Inspections	6

Municipal Court Summary

During the month of March 2019 the Garden City Municipal Court handled 927 cases for a current annual total of 2,189 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	728
➤ Total Traffic Citations and Criminal Cases passed to another court date	131
➤ Cases issued probation	68

Training

During the month of March 2019, police personnel reported a total of 373 hours of training resulting in an average of 10.08 hours of training per Officer. Some of the special training classes the officers attended during the month of March 2019 were: two officers for Field Training Officer, one officer for Crisis Intervention Training, and Narcan Training and Stop the Bleed Training. Also, K9 Handler Officer Brennaman completed his training with K9 Wolfi in Florida.

Items of Interest for March 2019

- **Chief Ballard attended the GACP District 6 training meeting on March 7, 2019**
- **The Garden City Police Department hosted their first “Cops at Bus Stops” on Village Drive on March 12, 2019**
- **Our Officers and City staff attended and read to the students of Gould Elementary for the International Paper’s “Caps and Apps” Reading Grant**
- **Ms. Jackie Williams was hired as our Records Clerk and started on March 5, 2019**
- **Ms. Harmony Paitkowski was hired as our Deputy Clerk of Court and started on March 28, 2019**
- **Cadet Neomi Carter graduated the GPSTC Police Academy on March 22, 2019**

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: April 10, 2019

SUBJECT: *Fire Department March 2019 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of March of 2019, and all related information is current as of April 10, 2019.

Prepared by: Jennifer Scholl
Title Executive Assistant to
Corbin Medeiros
Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in March of 2019

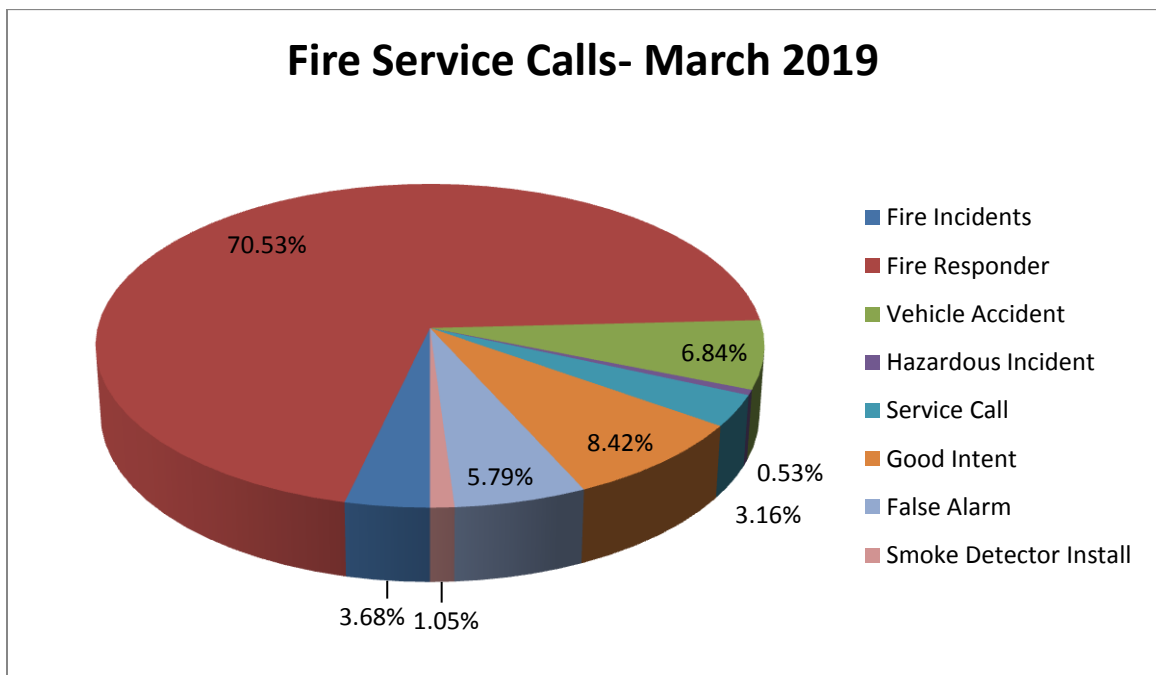
There were a total of 190 calls for service in the month of March, 2019, for a total of 543 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	7	Good Intent	16
Fire Responder	134	False Alarm	11
Vehicle Accident	13	Service Call	6
Hazardous Incident	1	Smoke Detector Install	2

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In March fire personnel reported a total of 549.09 hours of training resulting in an average of 36.61 hours of training per Firefighter.

Department Fitness Challenge

The department has kicked off a fitness challenge. This challenge was structured with the guidance of the Human Resource Director.

Executive Skills Training

Assistant Chief Kurt Lewis and Captain Mack Roberts attended Executive Skills Training on the GPSTC campus in Forsyth, GA.

Fire Safety Educator, Level I

Firefighter Sarah Pratt completed this week long training at the GPSTC campus in Forsyth, and has successfully achieved her state certification in this area.

Pressurized Container

Firefighter Andrew Hornick traveled to the GPSTC campus in Forsyth, GA to complete training.

Stop the Bleed/ Narcan Training

Chief Medeiros, Captain Johnson, and Sergeant Gregory instructed training for officers of the Garden City Police Department.

Meeting with Local Departments

- During the month of March, Assistant Fire Chief Lewis met the Chief, Deputy Chief, and Captain with of Pooler Fire Department to discuss officer assessments.
- Assistant Chief Lewis also met with staff of Hinesville Fire Department as well as the regional GFSTC coordinator.
- Assistant Chief Lewis also met with staff of St. Mary's Fire Department as well as the regional GFSTC coordinator.
- Assistant Chief Lewis conducted GFSTC testing events at Pooler Fire Department as well as Effingham County Fire Department.
- Assistant Chief Lewis and Captain Roberts observed the GSAR Task Force 5 at the Guardian Center.

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of March, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

Fire Hose for Safety

Chief Medeiros has been working with the local schools on fitting expired fire hose for the classroom doors. This simple concept adds an extra level of protection for students and staff when needed.

Gould Elementary Reading Day

Department staff along with other staff from the city participated in reading to 415 students of Gould Elementary School.

Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

ORDINANCE 2019-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE LOTS NUMBERED ONE (1), TWO (2), AND THREE (3), DEAN FOREST SUBDIVISION, AND A SIXTY (60') FOOT WIDE PRIVATE ACCESS ROAD KNOWN AS "NICK DRIVE" APPURTENANT THERETO, OWNED BY KATHERINE C. WARD AS EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF JOHN NICK CONSTANTINE, SR., DECEASED, FROM THEIR PRESENT ZONING CLASSIFICATION OF "P-C2A" TO AN "I-1" ZONING CLASSIFICATION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE AN EFFECTIVE DATE

THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, hereby ordain and it is hereby ordained by the authority of the same that:

Section 1: The zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described properties presently owned by Katherine C. Ward as Executrix under the Last Will and Testament of John Nick Constantine, Sr., Deceased, is rezoned from their present "P-C2A" zoning classification to a zoning classification of "I-1":

ALL those certain lots, tracts, or parcels of land situate, lying and being in the 8th G.M. District of Chatham County, Georgia, in Garden City, shown and designated as Lot Number One (1), Lot Number Two (2), Lot Number Three (3), Dean Forest Commercial Subdivision, and a sixty (60') foot wide private access road known as "Nick Drive" appurtenant thereto, on a subdivision map dated January 25, 1989, prepared by Vincent Helmly, Georgia Registered Land Surveyor No. 1882, entitled "Dean Forest Commercial Subdivision, a Portion of the Lovell Company Tract, being also a Portion of the Dean Forest Tract, 7th G.M. District, Chatham County, Georgia," and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Page 50, said map being incorporated into this description by reference being made thereto for better determining the metes, bounds, courses, and distances of the subject properties.

The above described Lots Numbered One (1), Two (2), and Three (3) have been assigned property identification numbers of 6-0989-04-002B, 6-0989-4-002, and 6-0989-04-002A, respectively, by the Chatham County, Georgia, Board of Assessors.

Section 2. The rezoning effected by this Ordinance shall be expressly conditioned upon the following:

- (1) There shall be a fifty (50') foot wide landscaped buffer installed pursuant to the applicable provisions of the City Code running along and within the portion of the property's northern boundary line that borders with the above-referenced property now of formerly of Savannah Pines Mobile Home Park, LLC, assigned a property

identification number of 6-0988-02-017 by the Chatham County, Georgia, Board of Assessors; and,

- (2) Subject to being waived by Mayor and Council, there shall be a four (4') foot high earthen berm lying within the above-mentioned buffer approximately two (2') feet South of the subject property's northern boundary line; and,
- (3) Subject to being waived by Mayor and Council, there shall be a eight (8') foot high wooden privacy fence erected on top of the above-mentioned berm; and,
- (4) Compliance with all other applicable zoning, land planning and development requirements or standards set forth in the City Code (including, but not limited to, setbacks, easements, buffers, parking, and landscaping requirements) not inconsistent with the express conditions set forth above.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective on the date of passage.

ADOPTED this ____ day of April, 2019.

RHONDA FERRELL BOWLES, Clerk of Council

RECEIVED AND APPROVED this the ____ day of April, 2019.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 78 THEREOF ENTITLED "TRAFFIC AND VEHICLES" TO ADD ARTICLE II FOR THE PURPOSE OF AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES IN SCHOOL ZONES WITHIN THE CITY; TO PROVIDE FOR RULES OF OPERATION, ADMINISTRATION AND ENFORCEMENT; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to promote the health, safety, and general welfare of the public by preventing motor vehicle-related fatalities, injuries, and property damage within the City limits; and,

WHEREAS, Article IX, Section 2 of the Georgia Constitution, Official Code of Georgia Annotated, §36-35-3 and § 1.12(30) & (33) of the City Charter authorize the City to adopt ordinances, resolutions, or regulations relating to its property and affairs, for the protection and promotion of the public safety, health, and welfare of its residents, and to regulate the operation of motor vehicles and control traffic upon and across the streets and roads of the City; and,

WHEREAS, in 2018, the Georgia General Assembly enacted laws drivers operating vehicles in excess of the posted limit within a designated School Zone, including the reporting of violations and enforcement, as necessary; and,

WHEREAS, the Mayor and City Council finds that the number of serious traffic accidents and accident-related fatalities in Georgia have increased significantly in recent years, and that driving in excess of the posted speed limit and disregarding traffic-control devices within existing School Zones is a contributing factor to the increases; and,

WHEREAS, pursuant to Official Code of Georgia Annotated, Article 8 of Chapter 14 of Title 40, the City is authorized to establish and enact an automated traffic enforcement safety device program in properly marked School Zones (the area within 1,000 feet of the boundary of any public or private elementary or secondary school) one hour before, during, and one hour after (1) the normal hours of school operation, and (2) programs for care and supervision of students before school, after school, or during vacation periods, for speeding violations in excess of ten miles per hour over the speed limit; and,

WHEREAS, this Ordinance does not conflict with the Georgia Uniform Rules of the Road regarding the operation of a motor vehicle in excess of the posted limit within a designated School Zone; and,

WHEREAS, there are currently five (5) School Zones where school-related activity occurs within the corporate limits of the City located at (1) Garden City Elementary School, (2)

Gould Elementary School, (3) Groves High School, (4) Mercer Middle School, and (5) Savannah Preparatory School, all of which are experiencing heavy traffic volumes; and,

WHEREAS, studies show that Automated Traffic Enforcement Safety Devices significantly reduce the number of speeding violations and crashes, and provides for traffic calming; and,

WHEREAS, Automated Traffic Enforcement Safety Devices provide safe and consistent enforcement at a reasonable cost, while allowing police officers to focus on other enforcement efforts; and,

WHEREAS, the Council deems it to be in the best interest of the public safety, health, and welfare of the residents of the City to amend Chapter 78 of the Code of the City of Garden City by adding a new Article II entitled "Automated Traffic Enforcement Safety Systems" for the purpose of authorizing the use of Automated Traffic Enforcement Safety Devices in School Zones within the City.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. Recitals Adopted: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. That Chapter 78 of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Traffic and Vehicles" is hereby amended by adding thereto the following Article II entitled "Speed Monitoring Systems" which shall read as follows:

ARTICLE II Speed Monitoring Systems

Section 78 - 110 Definitions.

For the purposes of this Article, the following terms, phrases and their derivatives shall have the meanings given herein:

- a) "Agent" means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (i) provides services to such law enforcement agency or governing body; (ii) operates, maintains, leases, or licenses a video recording device; or (iii) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.
- b) "Automated Traffic Enforcement Safety Device" means a speed detection device that: (i) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (ii) is capable of monitoring the

speed of a vehicle as photographically recorded pursuant to subparagraph (i) of this paragraph; and (iii) indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked School Zone.

- c) "Owner" means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company;
- d) "School Zone" means the area within 1,000 feet of the boundary of any public or private elementary or secondary school.
- e) "Recorded Images" means still or video images recorded by an Automated Traffic Enforcement Safety Device.

Section 78 – 111 Speed Monitoring Systems Authorized.

- a) Speed camera enforcement, using Automated Traffic Enforcement Safety Devices are hereby authorized within School Zones in the City between the hours of 6:30 a.m. and 4:45 p.m., Monday through Friday.

Section 78 – 112 Administration

- a) The law enforcement agency, or Agent on behalf of the law enforcement agency, operating an Automated Traffic Enforcement Safety Device provided for under Official Code of Georgia Annotated Code Section 40-14-18 shall maintain a log for the Automated Traffic Enforcement Safety Device attesting to the performance of such device's self-test at least once every 30 days and the results of such self-test pertaining to the accuracy of the Automated Traffic Enforcement Safety Device. Such log shall be admissible in any civil enforcement proceeding for a violation issued pursuant to Official Code of Georgia Annotated Code Section 40-14-18. The law enforcement agency, or Agent on behalf of the law enforcement agency, operating an Automated Traffic Enforcement Safety Device shall perform an independent calibration test on the automated traffic enforcement safety device at least once every 12 months. The results of such calibration test shall be admissible in any court proceeding for a violation issued pursuant to Official Code of Georgia Annotated Code Section 40-14-18.
- b) Prior to the placement of a device within a School Zone, each school within whose School Zone such Automated Traffic Enforcement Safety Device is to be placed shall first apply for and secure a permit from the Georgia Department of Transportation for the use of such Automated Traffic Enforcement Safety Device. Such permit shall be awarded based upon need. The Georgia Department of Transportation shall promulgate rules and regulations for the implementation of this paragraph.
- c) If an Automated Traffic Enforcement Safety Device is moved to or placed in a location where an Automated Traffic Enforcement Safety Device had not previously been moved

to or placed in, no citation shall be issued for a violation recorded by that Automated Traffic Enforcement Safety Device until:

- 1) The City shall erect signs warning of the use of a stationary speed detection device within the approaching School Zone. Such signs shall be at least 24 by 30 inches in area, shall be visible plainly from every lane of traffic, shall be viewable in all traffic conditions, and shall not be placed in such a manner that the view of such sign is subject to being obstructed by any other vehicle on such highway. Such signs shall be placed within 500 feet prior to the warning sign announcing the reduction of the speed limit for the school speed zone. There shall be a rebuttable presumption that such signs are properly installed pursuant to this Subsection at the time of any alleged violation under this Article; and,
 - 2) No citation shall be issued for the first 30 days after the first Automated Traffic Enforcement Safety Device is introduced by a law enforcement agency within a School Zone, but rather, a civil warning shall be issued for disregard or disobedience of the speed limit within the School Zone.
- d) A law enforcement agency authorized to enforce the speed limit of a School Zone, or an Agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to the owner of the motor vehicle within thirty (30) days after obtaining the name and address of the owner of the motor vehicle but no later than sixty (60) days after the date of the alleged violation:
- 1) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed applicable within such School Zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid;
 - 2) An image taken from the photographically recorded images showing the vehicle involved in the infraction;
 - 3) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed;
 - 4) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the School Zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked School Zone and that such disregard or disobedience was not otherwise authorized by law;
 - 5) A statement of the inference provided by Georgia law and of the means specified

therein by which such inference may be rebutted for such violations;

- 6) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing before the Municipal Court of Garden City; and,
 - 7) A warning that the failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in Subsection (d) of this Code section shall waive any right to contest liability.
- e) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked School Zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked School Zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein.
- f) Liability shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code Section was operated in violation of the speed limit of the School Zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:
- 1) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the operator of the vehicle at the time of the alleged violation; or,
 - 2) Presents to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.
- g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this Ordinance shall not be considered a moving traffic violation for the purpose of points assessment under Official Code of Georgia Code Section 40-5-57. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this Ordinance shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.
- h) If a person issued and mailed a citation pursuant to Code Section 70 – 112(d)(1) fails to pay the civil monetary penalty for the violation or has not filed a police report or notarized statement pursuant to Code Section 78 – 112(f) in no less than 30 nor more than 60 days after such mailing as determined and noticed by the law enforcement agency, the agent or law enforcement agency shall send to such person by first class mail a second notice of any

unpaid civil monetary penalty, except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed. The second notice shall include all information required in Code Section 78 – 112(d) and shall include a new date of return which shall be no less than 30 days after such mailing as determined and noticed by the law enforcement agency. If such person notified by second notice again fails to pay the civil monetary penalty or file a police report or notarized statement pursuant to Code Section 78 – 112(f) by the new date of return, such person shall have waived the right to contest the violation and shall be liable for the civil monetary penalty provided for under Code Section 78 – 114(a), except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed. Notices mailed by first class mail pursuant to this Code Section shall be adequate notification of the fees and penalties imposed by this Code Section 78 – 113(a). No other notice shall be required for the purposes of this Code Section.

- i) The Municipal Court of Garden City, Georgia, shall have jurisdiction over cases arising under this Ordinance and shall be authorized to conduct an administrative hearing when timely requested by recipients of notice of violation pursuant to Code Section 78 – 112(d)(i) and impose the civil monetary penalty provided for by Code Section 78 – 113. Except as otherwise provided pursuant to Georgia law, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations under this Code Section shall apply to enforcement under this Ordinance; provided however, that any appeal from Municipal Court shall be by application in the same manner as that provided by Official Code of Georgia Annotated Code Section 5-6-35.
- j) If a violation has not been contested and the assessed penalty has not been paid, the Agent or City shall send to the person who is the registered owner of the motor vehicle a final notice of any unpaid civil monetary penalty authorized by this Code Section 78 – 113 except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed. The notice shall inform the registered owner that the agent or governing body shall send a referral to the Department of Revenue if the assessed penalty is not paid within 30 days after the final notice was mailed and that such referral shall result in the nonrenewal of the registration of such motor vehicle and shall prohibit the title transfer of such motor vehicle within this state.
- k) The Agent or City shall send a referral to the Department of Revenue not sooner than 30 days after the final notice required under 78 – 112(j) was mailed if a violation under this Article has not been contested and the assessed penalty has not been paid. The referral to the Department of Revenue shall include the following:
 - 1) Any information known or available to the Agent or City concerning the license plate number, year of registration, and the name of the owner of the motor vehicle;
 - 2) The date on which the violation occurred;

- 3) The date when the notice required under this Code Section was mailed; and,
- 4) The seal, logo, emblem, or electronic seal of the City.
- l) A civil warning or civil monetary penalty under this Code Section on the owner of a motor vehicle shall not be imposed if the operator of the vehicle was arrested or issued a citation and notice to appear by a certified peace officer for the same violation.

Section 78 – 113 Violations and penalties.

Any person who shall violate any provision of this Article shall be subject to the civil penalties set forth in Official Code of Georgia Annotated, Section 40-14-18(b)(1), as amended, including a fine in the amount of \$75 for a first violation and \$125.00 for a second or any subsequent violation, in addition to fees associated with the electronic processing of such civil monetary penalty which shall not exceed \$25.00.”

Section 3. Severability: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance, it being the intent of the Council that this Ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

Section 4. Conflict Provisions: All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Effective Date: This Ordinance shall become effective upon the date of passage.

Adopted this ____ day of April, 2019.

Rhonda Ferrell-Bowles, Clerk of Council

Read and Approved this ____ day of April, 2019.

Don Bethune, Mayor

Read First Time: _____

Read Second Time and Passed: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 82 OF THE GARDEN CITY CODE, RELATING TO UTILITIES, BY ADDING A SECTION 82-186 TO ARTICLE V THEREOF PERTAINING TO WATER AND SEWER RATES AND CHARGES FOR THE PURPOSE OF REDUCING THE WATER AND SEWER CONNECTION FEES FOR CERTAIN DEVELOPMENT PROJECTS WITHIN THE CITY'S URBAN REDEVELOPMENT AREA AND/OR REVITALIZATION AREA; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it Ordained by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof:

Section 1.

Article V of Chapter 82 of the Garden City Code, as amended, pertaining to water and sewer rates and charges, is hereby amended by adding the following Section 82-186 for the purpose of reducing the water and sewer connection fees for certain development projects within the City's Urban Redevelopment Area and Revitalization Area:

"Section 82-186 - Reduction of water and sewer connection fees for certain development projects within the City's Urban Redevelopment Area and Revitalization Area.

In order to accommodate future residential and commercial development in the City's Urban Redevelopment Area and Revitalization Area, the water and sewer connection fees for the following types of projects will be reduced as indicated:

- a) Residential: Water and sewer connection charges for certain residential projects in which funding is being provided by the federal government shall be reduced in favor of a flat rate to be established in accordance with the annual fee schedule approved by the Mayor and Council as may be revised from time to time. In order to be eligible for such reduction, the project must meet the following criteria:
 - 1) The proposed residential construction or rehabilitation project must be for and an owner occupied/homeownership project;
 - 2) The proposed residential construction or rehabilitation project must be affordable housing construction only as defined by the United States Department of Housing and Urban Development ("HUD") ((HUD defining affordable housing as housing for which occupants are paying no more than thirty (30%) percent of their income for gross housing costs, including utilities)) or in accordance with the latest HUD criteria;
 - 3) The proposed residential construction or rehabilitation project must fall within the boundaries of the City's Revitalization Area Strategy;
 - 4) The constructed residences must be compatible with the surrounding neighborhood; and,
 - 5) The proposed residential construction or rehabilitation project must be funded via a federal grant.

Any fee reduction shall be counted towards meeting any local match requirement under the terms of the applicable federal grant.

b) Commercial: Water and sewer connection fees for hotel and hospitality industry projects within the boundaries of the City's designated Urban Redevelopment Area shall be reduced in favor of a flat rate to be established in accordance with the annual fee schedule approved by the Mayor and Council as may be revised from time to time. In order to be eligible for such reduction, the hotel and hospitality industry project must meet the following criteria:

- 1) The proposed hotel and hospitality industry project must be for the construction of a hotel and hospitality industry development with provisions for an on-site restaurant accessible to the general public in addition to hotel guests;
- 2) Both the proposed hotel and restaurant must be located on the same parcel or directly abutting parcels;
- 3) The hotel and hospitality industry project must fall within the boundaries of the City's designated Urban Redevelopment Area;
- 4) Both the hotel/hospitality industry project and restaurant must create at least eight (8) full-time jobs at each facility;
- 5) The proposed hotel and hospitality industry project must be within one-half mile walking distance (measured from a main building entrance) of one or more stops for public bus lines usable by hotel guests and staff;
- 6) The hotel and hospitality industry project must be compatible with the surrounding neighborhood;
- 7) Both the hotel/hospitality industry project and on-site restaurant must commence construction by obtaining a Garden City Building Permit within 12 months from the date of the fee waiver acknowledgement from the City; and
- 8) Both the hotel/hospitality industry project and on-site restaurant must have separately completed construction and subsequently obtained a Garden City Certificate of Occupancy within 12 months of the Garden City Building Permit issuance date.

Failure to meet and document the criteria detailed herein before the issuance of a Garden City Certificate of Occupancy may result in the City revoking the fee adjustments and/or incentives granted in this Article.

The fees reduced or adjusted under this Section 82-186 shall not include water meter fees pursuant to Code Section 82-176."

Section 2: This Ordinance amendment shall be effective as of the date of passage.

Section 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Adopted this _____ April, 2019.

Rhonda Ferrell-Bowles, Clerk of Council

Read and Approved this _____ day of April, 2019.

Don Bethune, Mayor

Read First Time: _____

Read Second Time and Passed: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 18 OF THE GARDEN CITY CODE, RELATING TO BUILDINGS AND BUILDING REGULATIONS, FOR THE PURPOSE OF UPDATING SEVERAL CODE SECTIONS TO CORRECT CLERICAL ERRORS AND/OR UPDATE CERTAIN FEE AMOUNTS, AS WELL AS FOR THE PURPOSE OF ADDING A SECTION 18-85 TO REDUCE FEES FOR BUILDING PERMITS AND INSPECTIONS, DRAINAGE PERMITS, FENCE OR WALL CONSTRUCTION, PLUMBING INSPECTIONS, AND EXEMPTION APPLICATIONS UNDER CODE SECTION 18-51, AS TO CERTAIN DEVELOPMENT PROJECTS WITHIN THE CITY'S URBAN DEVELOPMENT AREA AND/OR REVITALIZATION AREA; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it Ordained by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof:

Section 1.

Section 18-5 of the Garden City Code, as amended, entitled "Drainage Permits" is hereby amended for the purpose of deleting the amount of Five (\$5.00) Dollars as the application fee for such permits and substituting in its place a fee established in accordance with the schedule approved by Mayor and Council as may be revised from time to time. Said amended Code Section 18-5 shall read as follows:

Section. 18-5. –Drainage Permit. "Any action which shall in any way affect the natural drainage of a site, either developed or undeveloped, shall not proceed until a permit has been obtained from the building official. Such actions include any paving, ditching, construction or land filling. Any major action, as determined by the building office, will require that plans certified by a registered engineer be submitted with the permit request. The fee for the permit shall be established in accordance with the schedule approved by Mayor and Council as may be revised from time to time. As a precondition to being issued the permit, one will be required to execute an indemnification agreement whereunder the permit applicant agrees to hold the City harmless from the consequences of an inadequately designed drainage system on the subject site. Such an indemnification shall be prepared by the City and shall subsequently be in the form set forth in Subsection 70-34(b)(3)g of the City Code."

Section 2:

Section 18-10 of the Garden City Code, as amended, entitled "Sprinkler requirements – Multifamily residential and nonresidential" is hereby amended to correct the spelling of "Storz" by deleting the last paragraph of Subsection (b) thereof and substituting in its place the following:

"In addition, all connections shall be located on the street side of each building; all fire department connections (FDC) shall be made with 5-inch Storz couplings; and activation of the sprinkler system shall activate both a local building alarm and a supervisory alarm at a 24-hour certified and licensed alarm monitoring service."

Section 3:

Section 18-13 of the Garden City Code, as amended, entitled “Requirement for rapid access key boxes and security connection caps for the use by the fire department in times of an emergency” is hereby amended by deleting subparagraph (g) thereof.

Section 4:

Subsection 18-51 of the Garden City Code, as amended, entitled “Exemptions” shall be amended by changing, in Subsection (b), the application fee for an exemption from the flow rate restrictions on plumbing fixtures set forth in Chapter 18, Article II, Division 2, of the City Code from Fifty (\$50.00) Dollars to an amount established in accordance with a schedule approved by Mayor and Council as may be revised from time to time. Said Subsection (b) shall read as follows:

- b) The owner, or his agent, of a building undergoing new construction or repair or renovation who is entitled to an exemption as specified in subsection (a)(2), (3) or (4) of this Section shall obtain the exemption by applying at the office of the building official. The fee for the inspection and issuance of such exemption shall be established in accordance with the schedule approved by Mayor and Council as may be revised from time to time.

Section 5:

Section 18-83 of the Garden City Code, as amended, entitled “Bond for Electrical contractors” is hereby amended by deleting One Hundred (\$100.00) Dollars as the filing fee set forth in Subparagraph (a) for bonds payable to the City and substituting in lieu thereof a fee established in accordance with a schedule approved by Mayor and Council as may be revised from time to time. Said Subparagraph (a), as amended, shall read as follows:

- a) All persons conducting a business of electrical wiring, repairing or construction within the corporate limits of the City shall file with the City Clerk a bond payable to the City, with good security, to be approved by the Clerk, in an amount established in accordance with the schedule approved by Mayor and Council as may be revised from time to time, conditioned that they shall discharge their duties in connection with their business in accordance with the ordinances of the City and shall pay to the City on demand all inspection fees that may be lawfully charged against them in connection with their business.

Section 6:

The following **Section 18-85** shall be added to Chapter 18, for the purpose of reducing fees for building permits and inspections under Section 18-4, for drainage permits under Section 18-5, for fence or wall construction permits under Section 18-6, for plumbing inspections under Section 18-32, and for exemption applications under Section 18-51, for certain development projects within the city’s redevelopment area and revitalization area:

“Section 18-85.- Reduction of Certain Building Permit Fees, and Inspection Fees for Certain Development Projects within the City’s Redevelopment Area and Urban Revitalization Area.

In order to accommodate future residential and commercial development in the City’s

Urban Redevelopment Area and Revitalization Area, certain of the City's permit fees and inspection fees for the following types of projects will be reduced as indicated:

- a) Residential: Fees for building permits and inspections under Code Section 18-4, for drainage permits under Code Section 18-5, for fence and wall construction under Code Section 18-6, for plumbing inspections under Code Section 18-32, and for exemption applications under Section 18-51 shall be reduced in favor of a flat rate to be established in accordance with the annual fee schedule approved by the Mayor and Council as may be revised from time to time for certain residential projects for which funding is provided by the federal government. In order to be eligible for such reduction, said project must meet the following criteria:
 - 1) The proposed residential construction or rehabilitation project must be for and an owner occupied/homeownership project;
 - 2) The proposed residential construction or rehabilitation project must be affordable housing construction only as defined by the United States Department of Housing and Urban Development ("HUD") (HUD defining affordable housing as housing for which occupants are paying no more than thirty (30%) percent of their income for gross housing costs, including utilities) or in accordance with the latest HUD criteria;
 - 3) The proposed residential construction or rehabilitation project must fall within the boundaries of the City's Revitalization Area Strategy;
 - 4) The constructed residences must be compatible with the surrounding neighborhood; and,
 - 5) The proposed residential construction or rehabilitation project must be funded via a federal grant.

Any fee reduction shall be counted towards meeting any local match requirement under the terms of the applicable federal grant.

- b) Commercial: Fees for building permits and inspections under Code Section 18-4, for drainage permits under Code Section 18-5, for fence and wall construction under Code Section 18-6, for plumbing inspections under Code Section 18-32, and for exemption applications under Code Section 18-51 shall be reduced in favor of a flat rate to be established in accordance with the annual fee schedule approved by Mayor and Council as may be revised from time to time for hotel and hospitality industry projects within the boundaries of the City's designated Urban Redevelopment Area which meet the following criteria:
 - 1) The proposed hotel and hospitality industry project must be for the construction of a hotel and hospitality industry development with provisions for an on-site restaurant accessible to the general public in addition to hotel guests;
 - 2) Both the proposed hotel and restaurant must be located on the same parcel or directly abutting parcels;

- 3) The hotel and hospitality industry project must fall within the boundaries of the City's designated Urban Redevelopment Area;
- 4) Both the hotel/hospitality industry project and restaurant must create at least eight (8) full-time jobs at each facility;
- 5) The proposed hotel and hospitality industry project must be within one-half mile walking distance (measured from a main building entrance) of one or more stops for public bus lines usable by hotel guests and staff;
- 6) The hotel and hospitality industry project must be compatible with the surrounding neighborhood;
- 7) Both the hotel/hospitality industry project and on-site restaurant must commence construction by obtaining a Garden City Building Permit within 12 months from the date of the fee waiver acknowledgement from the City; and
- 8) Both the hotel/hospitality industry project and on-site restaurant must have separately completed construction and subsequently obtained a Garden City Certificate of Occupancy within 12 months of the Garden City Building Permit issuance date.

Failure to meet and document the criteria detailed herein before the issuance of a Garden City Certificate of Occupancy may result in the City revoking the fee adjustments and/or incentives granted in this Article.

Section 7: This Ordinance amendment shall become effective as of the date of passage.

Section 8: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Adopted this ____ April, 2019.

Rhonda Ferrell-Bowles, Clerk of Council

Read and Approved this ____ day of _____, 2019.

Don Bethune, Mayor

Read First Time: _____

Read Second Time and Passed: _____

RESOLUTION

RESOLUTION OF THE MAYOR AND COUNCIL FOR GARDEN CITY, GEORGIA, TO ENTER INTO A MASTER AGREEMENT FOR DESIGN CONSULTING SERVICES WITH CHA CONSULTING, INC., FOR PROVIDING ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PLANNING, DESIGN AND BIDDING/CONSTRUCTION ADMINISTRATION OF A MULTI-PURPOSE RECREATION COMPLEX ON CITY-OWNED ACREAGE MEASURING 11.4 ACRES, MORE OR LESS, ON US HIGHWAY 80 IN GARDEN CITY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A WORK ORDER PURSUANT TO THE MASTER AGREEMENT LIMITED TO PERFORMING PHASE 1A PROGRAMMING / MASTER PLANNING SERVICES BY WAY OF DEVELOPING THREE (3) ALTERNATIVE CONCEPTUAL PLANS FOR THE COMPLEX, PRESENTING AND DISCUSSING SUCH PLANS AT MULTIPLE PUBLIC MEETINGS AND ONE NEIGHBORHOOD MEETING AND WITH CITY STAFF, AND PREPARING FOR REVIEW BY CITY COUNCIL A MASTER PLAN FOR THE DESIGN AND CONSTRUCTION OF THE COMPLEX INCORPORATING STAFF AND PUBLIC COMMENTS, AS WELL AS A COST BUDGET AND A DESIGN/ CONSTRUCTION SCHEDULE.

WHEREAS, in late 2018, the City undertook the procurement of a qualified engineering consulting firm for the engineering and design of a multi-purpose recreation complex on undeveloped City property measuring 11.4 acres, more or less, located on Highway 80 near Griffin Avenue in Garden City, Georgia (Tax Parcels 6-0926-05-016, 6-0926-05-018, 6-0926-05-019, & 6-0926-05-020) (the “Project”); and,

WHEREAS, the solicitation for a qualified engineering consulting firm involved the development of a comprehensive Request for Proposals package which was disseminated by posting same on the City’s website and on the Georgia Local Government Access Marketplace Website as well as the Georgia Procurement Registry; and,

WHEREAS, the City's solicitation of proposals followed normal protocol by encouraging responses from small and/or minority business enterprises; and,

WHEREAS, the City's Request for Proposals attracted a number of potential interested engineering consulting firms who attended a pre-proposal meeting on January 17, 2019, at the Highway 80 site for the purpose of posing questions to the City's staff about the project and the submission of proposals in general; and,

WHEREAS, six companies submitted proposals to the City before the February 6, 2019, deadline, to wit, Barge Design Solutions, CHA Consulting, Inc., Corgan, Goodwyn Mills Cawood (GMC), Pond Company, and Robert and Company; and,

WHEREAS, the submittals of the six companies were reviewed by a selection committee composed of Garden City Special Project Coordinator Jackie Jackson, Cliff Ducey -- Director of the City's Park and Recreational Department, and Brennan Jones of Brennan Jones Engineering Associates, LLC, -- the City's general engineering consultant, who scored each proposal based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, work approach, and compliance with certain mandatory requirements set forth in the package; and,

WHEREAS, the proposal of CHA Consulting, Inc., had the highest score, to wit, 96.68/100, the second highest score being 85.66/100 of Barge Design Solutions;

WHEREAS, the project proposal from CHA Consulting, Inc., offers to perform the Project in the following independent four consecutive contract phases at the indicated lump sum amounts (totaling \$199,300.00) upon the City's election to issue work orders for same: (a) Phase 1A -- Programming/ Master Planning with multiple Public Meetings (\$21,300.00), (b) Phase 1B -- Geotechnical Investigation (\$8,000.00), (c) Phase 2 -- Surveying, Design and Construction

Documents (\$125,000.00), and (d) Phase 3 – Bidding Assistance and Construction Administration (\$45,000.00), said proposal extending to the City the right to terminate the contract at any time, with or without cause, upon the payment for all satisfactorily performed services rendered by the contractor and all reimbursable costs incurred by the contractor up to the date of such termination; and,

WHEREAS, for the above-stated reasons, the selection committee has recommended that the Mayor and Council award to CHA Consulting, Inc., a design consulting services contract for the Project's scope of work based on the terms and conditions set forth in the contractor's proposal as well as the City's Request for Proposals package; and,

WHEREAS, the Mayor and Council is desirous of executing such a contract and commencing the Phase 1A work thereunder by issuing Work Order #1 (WO #1) for such Phase 1A work at the lump sum amount of \$21,300.00 consisting of, and limited to, the development of three (3) alternative conceptual designs for the proposed recreation complex, the presentment of such designs to City staff and to the public through a series of public meetings, and the preparation of a master plan for the design and construction of the recreation complex incorporating staff and public feedback and comments, as well as a cost budget and a design/construction schedule for review by Mayor and Council;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that CHA Consulting, Inc., be designated as the City's engineering and consulting contractor for the engineering and design of a multi-purpose recreation complex on the City's undeveloped property measuring 11.4 acres, more or less, on Highway 80 near Griffin Avenue and that the City Manager, with the advice and counseling of the City Attorney, be authorized to negotiate and execute on behalf of the City a "Master

Agreement for Design Consulting Services” with CHA Consulting, Inc., attached hereto as Exhibit “A”, containing the terms and conditions governing the engagement as well as Appendices A, B and C to the Master Agreement which includes Work Order #1 (Appendix A), CHA Consulting’s Letter dated April 3, 2019 (Appendix B), and the City’s Request for Proposal package plus CHA Consulting’s Proposal dated February 6, 2019 (Appendix C), ;

BE IT FURTHER RESOLVED that the City Manager, with the advice and counseling of the City Attorney, and pursuant to the terms of the executed Master Agreement, shall execute Work Order #1 (Appendix A) which is limited to the performance of the Phase 1A scope of work only for the lump sum amount of \$21,300.00; such scope of work consisting of, and limited to, the development of three (3) alternative conceptual designs for the proposed multi-purpose recreation complex, the presentment of such designs to City staff and to the public through a series of public meetings, and the preparation of a master plan for the design and construction of the recreation complex incorporating staff and public feedback and comments (including changes to the initially proposed site location), as well as a cost budget and a design/construction schedule for review by Mayor and Council;

BE IT FURTHER RESOLVED that the City Manager be given authority to execute change orders for the Phase 1A scope of work authorized under WO #1 to address unforeseen circumstances provided that the total contract price for WO #1 does not exceed \$24,430.00, all of which shall be funded by the City’s General Fund as a FYI 2019 budgeted expense;

BE IT FURTHER RESOLVED that once Mayor and Council has reviewed and discussed the product of the Phase 1A work, it will make a determination as to whether to either amend, terminate, or continue performance of the Master Agreement through the issuance of additional work orders thereunder for Phase 1B, Phase 2, and Phase 3 scopes of work.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 15th day
of April, 2019.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this 15th day of April, 2019.

DON BETHUNE, Mayor

**MASTER AGREEMENT
FOR
DESIGN CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this ____ day of April, 2019, by and between **CITY OF GARDEN CITY, GEORGIA**, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and CHA Consulting Inc providing professional services with its principal office at _____, hereinafter referred to as "CONSULTANT":

WHEREAS, OWNER, desires to receive the services related to **DESIGN CONSULTING SERVICES**, with a scope generally defined by CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services. **WHEREAS**, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in the "Engineering and Design of Garden City Purpose Recreation Complex" Request for Proposal (RFP) and the CONSULTANT'S Proposal, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venturer of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II – Term of Contract:

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for successive 12-month terms. If the OWNER desires to extend the Agreement, written notice to the CONSULTANT is required at least 60-days prior to the end of the Agreement term.

Article III – Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in the RFP and the Consultant's Proposal and in any subsequent executed Work Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Work Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Work Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV – Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for CONSULTANT to perform or furnish services under this Agreement; providing relevant material available from OWNER's files such as maps, drawings as available, records, and operation and maintenance information; serving all notices, attending meetings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project.

OWNER shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising, easements, rights of entry and contract letting.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V – Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will perform or furnish all services under this Agreement in accordance with said schedule.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI – Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII – Ownership and Reuse of Work Products

All documents including Drawings and Specifications prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Work Order.

Article VIII – Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Work Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in the CONSULTANT'S Proposal in APPENDIX A and apply to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including subconsultants hired by the CONSULTANT) will be invoiced at cost plus 10% to the OWNER. The CONSULTANT stipulates that the labor category billing rates may be revised on an annual basis (i.e., in January) to account for salary adjustments. The OWNER reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the CONSULTANT.

Article IX – Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended by CONSULTANT for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER.

The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X – Termination of Services

OWNER, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this Agreement with or without cause. In such event, OWNER shall pay CONSULTANT for all satisfactorily performed services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination in accordance with the payment provisions of this Agreement. In the event such termination is not the fault of CONSULTANT, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-consultants, rental agreements, etc.), shall be payable by OWNER (but only if the termination of this Agreement is without cause) within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper filing and closing will not apply whether or not the Agreement is terminated without cause unless agreed to by OWNER under a specific Work Order. The payments provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI – Indemnification and Hold Harmless:

To the maximum extent permitted by Georgia law, the CONSULTANT shall indemnify and hold harmless the OWNER and its officials, agents, and employees from and against all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, resulting from and to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement subject to any limitation of liability contained in this Agreement. The CONSULTANT'S obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Nothing contained herein shall constitute a waiver by the OWNER of sovereign immunity or the provisions of any Georgia Statutes.

Article XII – Limit of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and CONSULTANT 's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of professional errors and omissions liability insurance.

Article XIII – Insurance

CONSULTANT shall maintain commercial general liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this Agreement.

The CONSULTANT shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the CONSULTANT, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted within 7 days of contract execution and such coverage shall be maintained by the CONSULTANT for the duration of the contract period. Insurance requirements are provided below in Article XIII.A. The selected CONSULTANT shall provide a Certificate of Insurance with the minimum coverages described herein.

CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this Agreement.

Upon request at any time by OWNER, CONSULTANT will provide OWNER with Certificates of Insurance evidencing the coverages.

OWNER agrees to endeavor to include a provision in the OWNER's contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII.A –Insurance Requirements:

Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise in connection with the performance of the work or services hereunder by the CONSULTANT, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) must be submitted to the City prior to the commencement of any work.

A. STANDARD INSURANCE REQUIREMENTS

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The CONSULTANT should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Garden City shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:
 - Premise Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
2. *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
3. *Workers' Compensation and Employers' Insurance* – with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the CONSULTANT is otherwise required by law to provide such coverage.
4. *Professional Liability Insurance* – \$1,000,000 on a claims-made basis.

B. OTHER INSURANCE PROVISIONS

1. All Coverage
 - (a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

- (b) If the CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the CONSULTANT resulting from said breach.
- (c) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the CONSULTANT, the City may deduct from sums due to the CONSULTANT any premium costs advanced by City for such insurance.

2. Commercial General Liability and Automobile Liability Coverage

- (a) The City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the CONSULTANT or premises on which the CONSULTANT is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, as well as members of the City Council, boards, commissions and committees, officers, agents, employees and volunteers.
- (b) The CONSULTANT's insurance coverage shall be primary insurance as respects the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, as well as members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.
- (d) Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Deductibles and Self-Insured Retention.

Any deductibles or self-insured retentions must be declared to and approved by the City.

4. Acceptability of Insurer

Insurance is to be placed with Georgia admitted A-rated carriers or better by A.M. Best's rating service.

5. Verification of Coverage

CONSULTANT shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

Article XIV – Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Article XV – Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Article XVI – Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII – Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

IN WITNESS WHEREOF, this Agreement consisting of nine (9) pages plus Appendices A, B and C has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT

**OWNER
CITY OF GARDEN CITY, GEORGIA**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Address for Giving Notices:

City of Garden City
100 Central Avenue
Garden city, Georgia 31405

Attn:

Attn:

Ph:

Ph: (912) 966- 7777

Fx:

Fx: (912) 966-7792

Email:

Email: rfeldner@gardencity-ga.gov

APPENDIX A: WORK ORDER NO. 1

AGREEMENT FOR ENGINEERING SERVICES BETWEEN CITY OF GARDEN CITY, GEORGIA AND CHA CONSULTING, INC.

FOR Highway 80 Soccer and Multi- Purpose Field Project

This Work Order has been prepared in accordance with the Agreement for Consulting Services between CHA Consulting, Inc. and City of Garden City, Georgia, dated April _____, 2019.

SCOPE OF SERVICES:

Phase 1A - Programming / Master Planning

Following a kick-off meeting with City staff to confirm project scope and the site and building programs, the CHA team will develop three (3) site concept plans for the project site. Our proposed scope of services will be to:

- Prepare three (3) site concept plans (conceptual layouts) for the project site showing the general layout of all site features and program components;
- Meet with City staff to review the conceptual layouts and gather input;
- Develop public meeting presentation materials including a PowerPoint presentation and a minimum of four (4) display boards showing the site context and each of the three (3) site concept plans;
- Develop public meeting promotion materials including:
 - Flyers, water bill inserts and two (2) press releases (printing and distribution by Garden City);
 - An online survey accessible through the Garden City website to gather public input
- Present the three (3) site concept plans to the public at three (3) public meetings and gather input:
 - Public Meeting #1 - CHA recommends that the first public meeting be held at City Hall and include a formal presentation;
 - Public Meetings #2 and #3 - CHA recommends that the second and third public meetings be held at the Garden City Gymnasium and have an open format that allows the public to drop in and out of the meeting;
- Conduct one neighborhood meeting with the residents of the neighborhood directly adjacent to the project site;
- Prepare a final Master Plan incorporating staff and public comments for review and approval by the City;
- Prepare a program/opinion of probable cost budget for all components in the Master Plan;
- Prepare a detailed schedule for project design and construction;
- Present the final Master Plan, budget and schedule to City Council

SCHEDULE:

Project Kick-off	May 1, 2019
Site Concepts Development (4 weeks)	May 1 – June 14
Public Meetings (6 weeks)	June 14 – August 1
Master Plan Development (2 weeks)	August 1 – August 15

FEE:

Payment shall be amended by a lump sum amount of (\$21,300.00).

CONSULTANT

CHA CONSULTING, INC.

OWNER

CITY OF GARDEN CITY, GEORGIA

Signature

Signature

Name

Name

Date _____

Date _____

APPENDIX B INCLUDES:

1. CHA Consulting Letter dated April 3, 2019



April 3, 2019

Ms. Jackie Jackson
Special Projects Coordinator
City of Garden City
100 Central Avenue
Garden City, GA 31405

RE: Proposal for Engineering and Design of Garden City Multi-Purpose Recreation Complex
Proposed Multi-Phase Approach
CHA Proposal No. X56190-P2

Dear Ms. Jackson:

CHA Consulting, Inc. (CHA) is pleased to present this fee proposal to provide engineering and architectural services for the planning, design and bidding/construction administration of the Garden City Multi-Purpose Recreation Complex.

Project Team

- CHA – Planning, Sports Field Design, Sports Lighting, Landscape Architecture, Project Management
- Hussey Gay Bell – Architecture, Structural and Civil Engineering, Surveying
- Sustainable Design Concepts/Delta Engineering – MEP Engineering
- Symbioscity – Public Involvement
- Terracon – Geotechnical Engineering

SCOPE OF SERVICES

CHA envisions that our scope of services will include the following components:

Phase 1 – Master Planning and Geotechnical Investigation

Phase 1A - Programming / Master Planning

CHA has completed several similar recreation complex development projects over the past few years and we recommend beginning with development of a master plan for the project site. The Master Plan will be developed within the public input process and will be used to guide the rest of the design and construction process.

Following a kick-off meeting with City staff to confirm project scope and the site and building programs, the CHA team will develop three (3) site concept plans for the project site. Our proposed scope of services will be to:

- Prepare three (3) site concept plans (conceptual layouts) for the project site showing the general layout of all site features and program components;
- Meet with City staff to review the conceptual layouts and gather input;
- Develop public meeting presentation materials including a PowerPoint presentation and a minimum of four (4) display boards showing the site context and each of the three (3) site concept plans;

- Develop public meeting promotion materials including:
 - Flyers, water bill inserts and two (2) press releases (printing and distribution by Garden City);
 - An online survey accessible through the Garden City website to gather public input
- Present the three (3) site concept plans to the public at three (3) public meetings and gather input:
 - Public Meeting #1 - CHA recommends that the first public meeting be held at City Hall and include a formal presentation;
 - Public Meetings #2 and #3 - CHA recommends that the second and third public meetings be held at the Garden City Gymnasium and have an open format that allows the public to drop in and out of the meeting
- Conduct one neighborhood meeting with the residents of the neighborhood directly adjacent to the project site (optional);
- Prepare a final Master Plan incorporating staff and public comments for review and approval by the City;
- Prepare a program/opinion of probable cost budget for all components in the Master Plan;
- Prepare a detailed schedule for project design and construction;
- Present the final Master Plan, budget and schedule to City Council

Phase 1B – Geotechnical Investigation

Following the programming and master planning process (Phase 1A), CHA, through our geotechnical subconsultant, Terracon, we will conduct a geotechnical investigation of the project site to evaluate existing soil characteristics and subsurface conditions. The scope of the geotechnical investigation includes:

- Ten (10) hand auger borings to 5-foot depth to evaluate the sports field and parking areas;
- Six (6) CPT soundings to 20-foot depth at the proposed sports lighting pole locations;
- One (1) CPT sounding to 30-foot depth at the proposed concession building location;
- Laboratory classification of soils and rootzone analysis of the proposed natural grass sports field locations

Phase 2 – Surveying, Design and Construction Documents

Following the approval of the master plan (Phase 1), CHA, through our surveying subconsultant, HGB, will prepare a topographic survey of the preferred project site to provide a basemap for project design drawings. The CHA team will then provide normal A/E professional services (schematic design, design development and construction documents) for the project. Our proposed Phase 2 scope of services will be as follows:

- Prepare schematic design plans for review and approval by the City. The schematic plans will identify general site layout, grading, stormwater management, utilities and building floor plans and elevations.
- Meet with the City to review the schematic design plans and gather comments.
- Present the schematic design site plan, building floor plans and elevations to City Council, which could be considered Public Meeting #4.
- Upon approval of the schematic design plans, the CHA team will initiate the design development phase of project design. The design development documents will be prepared based on the approved schematic design plans and will include:
 - Civil design to include – site layout plans, paving, grading and drainage plans, site utility plans and erosion and sedimentation control plans;
 - Sports design to include multi-purpose (e.g., football, lacrosse, soccer) fields, walking trail, fencing and athletic equipment
 - Architectural design of vertical facilities to include building plans, elevations, sections and reflected ceiling plans;

- Landscaping design to include landscaping and irrigation;
 - Structural design to include foundations, framing and structural details;
 - Mechanical, Electrical and Plumbing design for buildings; and
 - Site Electrical plans to include sports field lighting
- Meet with the City to review the Design Development plans and specifications and gather comments.
- Provide a professional opinion of probable construction costs at each phase of design. Estimates will be submitted with design development drawings and the final construction drawings.
- Following a review of the design development plans by the City, the CHA team will evaluate the comments received and make the appropriate revisions or dispositions to resolve or respond to the comments. The response resolution will involve the update and advancement of the design development plans to 100% complete Final Plans and Specifications. In addition to the components developed for the design development submission, the Final Plans will also include construction sequencing, drainage profiles, general notes, project specific notes, and appropriate details.
- The CHA team will secure the necessary permits for the land disturbing activities associated with this project. This will include local site development permits, storm water/NPDES permits, and any necessary GDOT encroachment permits.
- Upon approval from the City, the CHA team will prepare construction documents (plans and technical specifications) for solicitation of construction bids. We assume that the City will provide the front-end contract documents.

Phase 3 - Bidding Assistance and Construction Administration

The CHA team will assist with project bidding including development of bid plans and a project manual with bidding and technical specifications. We will also coordinate with a local online planroom for solicitation and distribution of bid documents. Our team will also attend and help conduct a pre-bid meeting during bidding and assist with bid review and evaluation.

During construction, CHA will provide Construction Administration services. This will include attending a pre-construction meeting with the selected project contractor, responding to RFIs, reviewing shop drawings, reviewing monthly payment applications and inspecting the project site on a bi-weekly basis.

SCHEDULE

CHA proposes the following schedule for Phase 1 of the project. The schedule for project Phases 2 and 3 will be determined upon approval of City Council to move forward with those phases.

- Phase 1A – Programming/Master Planning
 - Project Kick-off May 1, 2019
 - Site Concepts Development (4 weeks) May 1 – June 14
 - Public Meetings (6 weeks) June 14 – August 1
 - Master Plan Development (2 weeks) August 1 – August 15
- Phase 1B – Geotechnical Investigation (6 weeks) August 15 – October 1
- Phase 2 – Surveying, Design and Construction Documents TBD
- Phase 3 – Bidding Assistance and Construction Administration TBD



FEE

CHA proposes to be compensated lump sum amounts for our proposed scope of services based on the following fee schedule:

Phase 1A – Programming/Master Planning	\$21,000.00
Neighborhood Meeting (Optional)	\$300.00
Phase 1B – Geotechnical Investigation	\$8,000.00
SUBTOTAL	\$29,300.00
Phase 2 – Surveying, Design and Construction Documents	\$125,000.00
Phase 3 – Bidding Assistance and Construction Administration	\$45,000.00
SUBTOTAL	\$170,000.00
TOTAL	\$199,300.00

Project related expenses such as printing, and reproduction of documents are included in the above fee.

We appreciate the opportunity to provide Garden City with this proposal. Should you have any questions regarding our scope of services or proposed fee, please do not hesitate to contact me at (912) 335-8366 or pgraham@chacompanies.com.

Sincerely yours,



Patrick N. Graham, PE
Senior Project Manager



Edward O'Hara, RLA
Sports Market Leader/Vice President

PG/pg

APPENDIX C INCLUDES:

1. Garden City Request for Proposal
2. CHA Consulting Proposal dated February 6, 2019